



# ***Township of Lakewood***

MUNICIPAL BUILDING  
231 THIRD STREET  
LAKEWOOD, NEW JERSEY 08701  
732-364-2500 • FAX: 732-905-5991



**One (1) New and Unused 2012 or newer COE Cab and Chassis 6 X 4 for  
Automated Refuse Collection System... 66,000lb GVW  
WITH  
NEW and UNUSED 2012 Heil Rapid Rail Automated Side  
Loader 26 cubic yard Body, Continuous Packing  
(OR Equivalent)**

**Instructions to Bidders and  
Statutory Requirements**

**January 10, 2012**

# Lakewood Township

231 Third Street  
Lakewood, New Jersey, 08701

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that sealed bids will be received by a representative of the Purchasing Department for the Township of Lakewood, County of Ocean, State of New Jersey on THURSDAY, JANUARY 26, 2012 at 10:00 a.m. prevailing time, or as soon thereafter as the matter may be reach in Conference Room A, second floor 231 Third Street, Lakewood, N.J. and then publicly opened and read aloud for the following:

**One (1) New and Unused 2012 or newer COE Cab and Chassis 6 X 4 for  
Automated Refuse Collection System... 66,000lb GVW  
WITH  
NEW and UNUSED 2012 Heil Rapid Rail Automated Side  
Loader 26 cubic yard Body, Continuous Packing  
(OR Equivalent)**

Specifications may be obtained from Purchasing Department, 2<sup>nd</sup> Floor, 231 Third Street, Lakewood Township, during business hours Monday through Friday, 9:00 am to 4:00 pm. Telephone: (732) 364-2500, ext 5277, Fax: (732) 905-5964.

Proof of NJ Business Registration Certificate must be submitted with each bid.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

## INSTRUCTIONS TO BIDDERS

### **I. SUBMISSION OF BIDS**

- A. The Township of Lakewood, Ocean County, New Jersey herein after called the "OWNER", invites bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received by the PURCHASING AGENT and/or a designated representative at the time and place mentioned in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. **The bid proposal form shall be submitted in a sealed envelope: (1) addressed to the Purchasing Agent, Conference Room A, Second Floor, Township of Lakewood 231Third Street, Lakewood, NJ 08733, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title of the items being bid.**
- D. It is the bidder's responsibility to see that bids are presented to the OWNER on the hour and at the place designated. Bids may be hand delivered Or mailed; **however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. The designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time or in outside thereof shall not be considered and returned unopened.**
- E. Bids forwarded to the Purchasing Agent or his/her designated representative before the time of opening of Bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that he or she represents the principal or principals involved in the Bid. Bids may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of bids. Once bids have been opened, they must remain firm for a period of sixty (60) days.
- F. All prices and amounts must be written in ink or typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachments of additive information not required of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership or by an authorized representative, followed by the signatures and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature or designation of the president, secretary or other

person authorized to bind the Corporation in the Matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor **F.O.B. destination** and placement at location specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- I. The vendor shall guarantee any or all materials and or services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- J. Bidder must supply a list of subcontractors if used for project specified.
- K. As required, the successful Bidder shall secure all permits, licenses and bonds, and shall pay all necessary fees required in the performance of the work. The bidder shall fully inform himself/herself as to the necessary permits, licenses and/or bonds, and shall include this cost in the unit prices bid for the work, unless directed differently in the specifications.
- L. The Owner is exempt from any local, state or federal sales, use or excise tax.
- M. This bid will become part of the Contract issued by the Owner.
- N. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2G:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.

## **II. QUALIFICATIONS OF BIDDER**

- A. Bidders must be fully trained and experienced in the kind of work required to be performed, have the equipment and/or have the means to secure it, and have sufficient capital to properly execute the work within the time allowed.

## **III. BID SECURITY**

The following provisions **if indicated by a mark [X]** shall be applicable to this bid and made a part of the bidding documents.

### **A. ☐ BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount to ten percent (10%) of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the OWNER. When submitting a Bid Bond, it shall contain Power of Attorney for the full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the OWNER. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by the law. The check or bond, of the bidder to whom the contract is executed and the required performance bond or other security is to be submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to **N.J.S.A. 40A:11-21**. Failure to submit this shall be cause for rejection of the bid.

### **B. ☐ CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a surety company authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and if required, Payment Bonds from an acceptable surety company on the half of said bidder, any or all subcontractors Or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to **N.J.S.A. 40A:11-22**. Failure to submit this shall be cause for rejection of the bid.

### **C. ☐ PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

**D.    ☐ ] LABOR AND MATERIAL (PAYMENT) BOND**

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers suppliers for the labor and material used in the work performed under the contract. Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

**E.    ☐ ] MAINTENANCE BOND**

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

- ☐ ] 1 year
- ☐ ] 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by be OWNER.

The surety on such bond or hands shall be a duly authorized surety company authorized to do business in the State of New Jersey **N.J.S.A. 17:31-5.**

**IV.    INTERPRETATION AND ADDENDA**

- A.    The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.
- B.    Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors of omissions noted by bidders shall be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the OWNER of such ambiguities, errors or emissions, the bidder shall be bound by the bid.

***NJSA 40A:11-13:***Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent *no less than three business days prior to the opening of the bids*. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

- C.    No oral interpretation of the meaning of the specification will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent or his/her representative In order to be given consideration, written requests for interpretation must be received no later than *ten (10) days* prior to the bids opening date, Saturdays and Sundays excluded. Any and all such interpretations and any supplemental instructions

will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with **N.J.S.A.**

**40A:1 1-23.** All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations and corrections thereof shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit price and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended total shall govern.

**V. BRAND PATENTS & STANDARDS OF QUALITY**

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality or work. Variations between materials described and the materials offered to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in, its deliberations, meets its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall & used on this contract pursuant to **N.J.S.A. 40A:11-18.**
- E. Wherever practical and economical to the OWNER it is desired that recycled or recyclable products be provided- Please indicate when recycled products are being offered.

## **VI. STATUTORY AND OTHER REQUIREMENTS**

### **A. Mandatory Affirmative Action Certification.**

No firm may be issued a contract unless it complies with the affirmative action regulations **N.J.S.A. 10:5-31 et seq. (P.L.1975,c.127)**.

#### **1. Procurement, Professional and Service Contracts**

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- a. A photocopy of a valid letter of an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- b. A photocopy of an approved Certificate of Employee Information Report, or
- c. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

#### **2. Construction Contracts**

All successful contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201 - available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

### **B. Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans With Disabilities language that is part of this specification and agrees the provisions of Title II of the Act are made **part of** the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

### **C. Prevailing Wage Act (When Applicable)**

Pursuant to **N.J.S.A. 24:11-56.25 et seq.**, successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting subcontractors'



certified payroll records within the aforementioned time period. The contractor shall submit said certified payroll in the form set forth in **N.J.A.C. 12:60-6.1(c)**.

It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

**D. Stockholder Disclosure**

Disclosure of Ownership form, which is part of these specifications, shall be properly executed and submitted with the bid proposal. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

**E. The New Jersey Worker and Community Right to Know Act (When Applicable)**

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet, must be furnished.

**F. Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

**VII. METHODS OF AWARD**

- A. All contracts shall be 24 consecutive months unless otherwise noted in technical or supplemental specifications.
- B. The award of the Contract for this specific item of material, work, services or project is contingent upon the availability of funds and will not be made unless the necessary funds have been certified by the Township's Chief Financial Officer in a lawful manner. Delivery of items of material, services or commencement of any work, including any construction **shall be made upon receipt of a Purchase Order**, issued by the Township of Lakewood, upon which delivery locations and needed quantities shall be indicated.

- C. The OWNER may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.
- D. If the award is to be made on the basis of Base Bids only, it will be awarded to the lowest responsible bidder. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be awarded to the lowest responsible bidder whose net bid on such combination is the lowest.
- E. The OWNER may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.
- F. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

## **VIII. REJECTION OF BIDS**

### **A. Availability of Funds**

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually approved by the governing body.

### **B. Multiple Bids Not Allowed**

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

### **C. Unbalanced Bids**

Bids which are obviously unbalanced may be rejected.

### **D. Tie Bids**

In the event of a tie bid between the lowest bidders on a bid, all bids shall be rejected and rebid in the event there is no deciding factor stated in the specifications that may be considered in order to break the tie, such as deliver time or discount offered for prompt payment.

### **E. Unsatisfactory Past Performance**

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

**F. Failure to Enter Into Contract**

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sunday and Holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

The Owner may waive any informality or reject any and/or all bids, in accordance with the Local Public Contracts Law (**40A:1 1-1 et seq.**).

**G. “New Jersey Business Registration Requirements”**

The contractor shall provide written notice to its subcontractors of its responsibility to submit proof of business registration to the contractor. This is mandatory for all subcontractors that will be use in the performance of this contract.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of it affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44et al.) or subsection e. or f. of section 92 of P.L1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

**H. Registering a Business with the New Jersey Department of the Treasury**

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency *is required* to have a copy of the “proof of registration certificate” **submitted as part of a public bid** or prior to issuing a purchase order.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.” Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm). Call the Division at 609-292-1730 to have a form mailed to you. Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Note:** If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit [www.nj.gov/treasury/revenue/filecerts.htm](http://www.nj.gov/treasury/revenue/filecerts.htm), or call 609-292-9292.

**Registering as an individual:** There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at [www.nj.gov/treasury/revenue/pdfforms/reg\\_a.pdf](http://www.nj.gov/treasury/revenue/pdfforms/reg_a.pdf). To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Questions about the registration process?** Call 609-292-1730.

**How do I receive the proof of registration certificate?**

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

### **What information does the proof of registration contain?**

The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

### **IX. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER, from the contractor, is determined.
- C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
- D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget approved by the governing body. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

## **AMERICANS WITH DISABILITIES ACT OF 1990**

### **Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree with the provision of Title II of the Americans With Disabilities Act of 1990 (the ACT@)(42 U.S.C.S 12101 et.seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract, the CONTRACTOR agrees that the performance shall be in strict compliance the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claims to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. In any action or administrative proceeding results in any award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA, which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**P.L. 1975 c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

**No firm may be issued a purchase order or contract with the Township of Lakewood unless it complies with the Affirmative Action regulations.**

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27).

## REQUIRED BID FORMS

### AFFIRMATIVE ACTION STATEMENT

Indicate in the applicable boxes below whether you have met any criteria for compliance with the *New Jersey Affirmative Action Regulations*. Your bid will be accepted even if you are not in compliance at this time. If, however, you are the lowest responsive bidder and have not complied with the Affirmative Action Regulations, we will send you the Affirmative Action documents for completion. You must return the completed document to us within **seven days after notice of award**.

Our company has a federal Affirmative Action Plan Approval. Yes [ ] No [ ]

If you have marked yes above, submit a copy of said approval.

Our company has a New Jersey State Certificate of Approval. Yes [ ] No [ ]

If you have marked yes above, submit a copy of said approval

If you do not have either of the above, check below:

\_\_\_\_\_ Please send our company an Affirmative Action form for our completion,  
(AA302 - Affirmative Action Employee Information Report)

I Certify that the above information is correct to the best of my knowledge.

VENDOR'S NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



## NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY     )

SS

COUNTY OF OCEAN     )

I, \_\_\_\_\_ of the city of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being  
duly sworn     according to law on my oath depose and say that:

I am \_\_\_\_\_ of the Firm of \_\_\_\_\_

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority, so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Lakewood relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Contractor) (N.J.S.A. 52:34-15)

Subscribed and sworn to \_\_\_\_\_  
(also type or print name of affiant under signature)

before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public of

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

## CHAPTER 33

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF  
STOCKHOLDERS OR PARTNERS OWNING MORE THAN 10%  
OF \_\_\_\_\_

(Name of Organization)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

Name	Address	Percentage of Ownership

NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP  
OF THE BIDDER. CHECK HERE [ ☐ ]

I certify that the foregoing information is correct.

\_\_\_\_\_  
Secretary or Partner

\_\_\_\_\_  
Corporation or Partnership

## INSURANCE AND INDEMNIFICATION

### A. Insurance

The contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him, and the Township of Lakewood from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a certificate with 30 day cancellation notice with the bid proposal.

- (1) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance as required by applicable State and Federal law.
- (2) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include Lakewood Township as an additional insured. ***Limits of liability shall not be less than \$1,000,000 combined single limit.***
- (3) Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum ***limits of \$1,000,000 combined single limit.***

### **NOTICE:**

*All required insurance coverage must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.*

Liability insurance must remain in effect for the duration of the contract, including any extension, and for ninety days following termination of all work.

Vendor shall list name of insurance firm with whom he maintains insurance coverage or from whom he contemplates purchasing above insurance and a person to contact at this firm. (SEE DATA SHEET). No contract shall be executed without proof of required coverage.

Name of Insurance Company\_\_\_\_\_

Name of Insurance Representative\_\_\_\_\_

Phone Number of Insurance Representative\_\_\_\_\_

**B. Indemnification**

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agent, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ Agrees  
(Contractor, Individual, Group)

to indemnify and hold harmless the Lakewood Development Corporation, Lakewood Township, and its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of our performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by \_\_\_\_\_

(Contractor, Individual, Group)

negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

This indemnification and agreement shall apply in all instances whether the Lakewood Development Corporation is made a direct party to the initial action or claim or is subsequently made a party to the action by third party in pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Description of Event/Facility/Contract \_\_\_\_\_

By: \_\_\_\_\_  
(Contractor, Individual, Group) (Title)

Date Signed \_\_\_\_\_

## BID SPECIFICATION

One (1) New and Unused 2012 or newer COE Cab and Chassis 6 X 4 for  
Automated Refuse Collection System... 66,000lb GVW

ALL BIDDERS: Fill out this form completely. All or any no or exceptions will be listed on this original. The manufacturers brochures WILL NOT be accepted. If the bidder is not bidding on specified manufactures model, they must supply, at the Townships request, a working demonstration within ten (10) working days of receipt of bids

GENERAL: It is the intent of these specifications to describe a cab and chassis combination with a minimum GVW of 66,000lbs., fully equipped and road ready, easily capable of transporting over the road and in landfills, a fully packed – 26 yard automated collection system as described herein. The equipment to be supplied shall be NEW and UNUSED and shall be manufacturer's 2012 or newer production model, including accessories and normally standard features not specifically mentioned but normally supplied and/or necessary to furnish a unit complete and ready for operation

**NOTE: The successful bidder will have the New Jersey State diesel emission test performed on the vehicle by a certified New Jersey State diesel emission center with a emission sticker upon delivery**

### **A. Engine**

**COMPLY:      YES              NO**

1.) Engine 10 liter, 345HP @ 2100RPM, 1150 ft. lb. @1400RPM,

engine to conform to 2010 EPA Emission standard.	_____	_____
2.) 1350 Series Front Drive PTO attachment provision.		
3.) Air Compressor Meritor/Wabco 18.7CFM, AD-IPEP Air Dryer with heater.	_____	_____
4.) Alternator Leece Neville 12 volt, 145Amp.	_____	_____
5.) Block heater 1000w, 120v.	_____	_____
6.) Coolant Conditioner spin on filter, Fleetguard.	_____	_____
7.) Vertical Exhaust Diffuser Stainless Steel, Single vertical exhaust SCR and shield, DPF mount over fender left side.	_____	_____
8.) Urea tank 10gal, left side mounted.	_____	_____
9.) Batteries, three (3) group 31, 12volt, 2850CCA with disconnect switch, Battery box right side frame mounted.	_____	_____
10.) Steel oil pan guard.	_____	_____
11.) Engine Warranty Five (5) year, 150,000 mile.	_____	_____
12.) Radiator 1300sq. in. with PTO cut out.	_____	_____

## **B. Transmission**

1.) Allison HD4500RDS five (5) speed automatic with Transmission oil level option, Transmission fluid TranSynd, Refuse electronics Auto Neutral.	_____	_____
2.) Allison Vocational Package.	_____	_____
3.) Transmission oil cooler.	_____	_____
4.) Transmission Warranty Five must be (5) years, 100% parts and labor.	_____	_____
5.) Main drive line 18HD, Inter axle 17N HD.	_____	_____

## **C. Chassis**

**COMPLY: YES NO**

1.) Frame 10.75in. x 3.5in. x .375in. with .25in full steel frame liner, front bumper extension to accommodate front mount hydraulic pump.	_____	_____
2.) Wheel base 221in.	_____	_____

- |  |       |       |
|--|-------|-------|
| 3.) Front bumper, steel painted with removable two pins. | _____ | _____ |
| 4.) Fuel tank left side frame mounted, 75 gallon.        | _____ | _____ |
| 5.) Body builders junction box .                         | _____ | _____ |

**D. Front Axle**

- |   |       |       |
|---|-------|-------|
| 1.) Meritor MFS-20 20000lb.   | _____ | _____ |
| 2.) Leaf springs 20800lb rating Heavy duty acting shocks.   | _____ | _____ |
| 3.) Brakes Meritor 16.5 x 7 QP, Meritor Automatic slack adjusters ( Gunite automatic slack adjusters unacceptable). | _____ | _____ |
| 4.) Brake drums cast iron outboard.   | _____ | _____ |
| 5.) Integral power steering with assist cylinder.   | _____ | _____ |

**E. Rear Axle**

- |  |       |       |
|--|-------|-------|
| 1.) Meritor RT46-160 46000lb, 5.29 ratio.  | _____ | _____ |
| 2.) Four (4) wheel lock anti spin device.  | _____ | _____ |
| 3.) Bendix ABS Full Traction Control.  | _____ | _____ |
| 4.) Hendrickson HMX-460 46000lb Rear Suspension, 54in Beam steel rubber bushed, Torque rods Transverse and Longitudinal. | _____ | _____ |
| 5.) Brakes Meritor 16.5 x 8.62 QP, Meritor Automatic Slack adjusters (Gunite automatic slack adjusters unacceptable).    | _____ | _____ |
| 6.) Brake drums cast iron outboard.  | _____ | _____ |
| 7.) Parking brake chambers MGM Stopguard.  | _____ | _____ |

**F. Cab**

**COMPLY: YES NO**

- |  |       |       |
|--|-------|-------|
| 1.) Low entry C.O.E., left hand drive, one (1) step cab entry, All metal cab.                  | _____ | _____ |
| 2.) Windshield two (2) piece, windshield wiper dual electric intermittent, external sun visor. | _____ | _____ |
| 3.) Stainless steel heated West Coast mirrors , Convex   | _____ | _____ |

auxiliary mirrors heated, down view mirror over passenger door, air and electric horns.	_____	_____
4.) Drivers seat National Cush-N-Air low profile, passenger seat fixed non air, factory installed seat belts.	_____	_____
5.) Adjustable tilt steering column, passenger door power window, AM-FM-Weather band radio, circuit breakers automatic reset Type 2.	_____	_____
6.) Headlights Halogen, day time running lights, stop turn, tail, clearance and identification lights to be LED, five (5) roof marker lights LED.	_____	_____
7.) Heater/Defroster integral 50000BTU, Air Conditioner integral 18000BTU.	_____	_____
8.) Fire extinguisher and flare kit, four (4) total Door/ ignition keys, cab lift hydraulic.	_____	_____
9.) Instrument panel to include electronic speedometer/ Odometer, electronic tachometer/hour meter, dual air and engine oil pressure gauges, coolant, engine oil, transmission and rear axle temperature gauges, fuel level and voltmeter gauges.	_____	_____
10.) Instrument panel warning lights to include, coolant level coolant temperature, low oil pressure, low air pressure head light high beam and turn signal indicators.	_____	_____
11.) Cab color solid White.	_____	_____
12.) Chassis color Black.	_____	_____

#### **G. Tires**

**COMPLY: YES NO**

1.) Front tires Michelin 315/80R22.5 XZU-S 20 ply rated to 10000lb or equal.	_____	_____
2.) Front rims 22.5X 9.00 steel disc Hub Piloted, White.	_____	_____
3.) One front spare tire and wheel mounted.	_____	_____
4.) Rear tires Michelin 11R22.5 XDE- M/S 16ply rated or equal.	_____	_____



5.) Rear rims 22.5X8.25 steel disc hub piloted, White.	_____	_____
6.) One rear spare tire and wheel mounted.	_____	_____
<b><u>H. Miscellaneous</u></b>		
1.) Diesel emission test and sticker.	_____	_____
2.) Fuel ½ tank minimum.	_____	_____
3.) Cab/chassis service manual and or CD.	_____	_____
4.) Bidder to be authorized to purchase direct from the manufacturer of the chassis being bid, authorization MSO must be provided.	_____	_____
5.) Chassis and body offered “ MUST” have a in service “ TENURE” of 15 years in the municipal industry.	_____	_____
6.) All exceptions will be listed on the exceptions page by heading and item number and explanation. If there are no exceptions, a certificate of full Compliance must be signed.	_____	_____
7.) If the warranty facility is located outside a fifty (50) mile radius of Lakewood Twp public works garage, the successful bidder shall be required to transport the vehicle for any warranty work. This includes both the cab and chassis as well as the body.	_____	_____
	<b>COMPLY:</b>	<b>YES                      NO</b>
8.) Specific manufacturers, models and brand names are mentioned in these specifications to establish the level of quality sought by the Township of Lakewood Department of Public Works. Manufacturers, models and items of equivalent or greater quality may be substituted and so noted in writing on the applicable exception sheets. The burden of proof as to the quality of any substitution shall be the bidders responsibility.	_____	_____
9.) NOTICE: All bidders must be a franchised New Truck Dealer, licensed in the State of New Jersey by the New Jersey Division of Motor Vehicles, N.J.S.A. 39: 10-19 & 39: 10-2 and must submit a copy of such license with		

the bid. A sample copy of “ Manufacturer’s Certificate of Origin” showing bidders name and address on front side must be submitted with bid. Successful bidder must submit a copy of actual “Manufacturer’s Certificate of Origin” with successful bidders name and address on front side and the Townships name as “First Purchaser” on the back side before vehicle is Registered and titled with the State of New Jersey (Jumping title is strictly prohibited) NO EXCEPTIONS.

\_\_\_\_\_

10.) The manufacturer, make and exact model’s bid shall be submitted with all proposals.

\_\_\_\_\_

**I. Trade-In**

One (1) 1998 Volvo GMC Xpeditor WX 64 (A-5)  
 Vin# 4VMDCLME3WN757295 with 26 cu. Yd  
 Heil Rapid Rail side loader, Cummins L10-300hp  
 Allison HD4560P, approximately 70,000 miles.

**BID SPECIFICATION**

One (1) NEW and UNUSED 2012 Heil Rapid Rail Automated Side Loader 26 cubic yard Body, Continuous Packing or Equal

ALL BIDDERS: Fill out this form completely. All or any no or exceptions will be listed on this original. The manufacturers brochures WILL NOT be accepted. If the bidder is not bidding on specified manufactures model, they must supply, at the Townships request, a working demonstration within ten (10) working days of receipt of bids

GENERAL: It is the intent of these specifications to describe a one man fully automated side loader refuse collection system with a mechanical lift arm and grippers capable of handling 32, 68 and 100 gallon multi system design containers, a three (3) cubic yard MINIMUM receiving hopper, a SEPARATE twenty six (26) cubic yard MINIMUM packer body with CONTINUOUS hydraulic compaction and off loading via hydraulic dump.

The equipment to be supplied shall be NEW and UNUSED and shall be manufacturer's current production model, including accessories and normally standard features not specifically mentioned but normally supplied and /or necessary to furnish a unit complete and ready for operation. The equipment supplied shall fully conform to ANSI Safety standard Z245.1-2007.

Specific manufacturers, models and brand names are mentioned in these specifications to establish the level of quality sought by the Township of Lakewood Department of Public Works.

Manufacturers, models and items of equivalent or greater quality may be substituted and so noted in writing on the applicable exception sheets. The burden of proof as to the quality of any substitution shall be the bidders responsibility.

**A. Capacity**

**COMPLY: YES NO**

1.) The packer body shall have a MINIMUM capacity of twenty six (26) cubic yards including the tailgate but excluding the receiving hopper.

\_\_\_\_\_

2.)The receiving hopper shall have a SEPARATE (from the body) MINIMUM capacity of three (3) cubic yards.

\_\_\_\_\_

**B. Body Dimensions and Construction**

1.) Body length 238 inches.

\_\_\_\_\_

2.) Body width 96 inches.

\_\_\_\_\_

3.) Body height (above frame) 97 inches.

\_\_\_\_\_

4.) Body sides to be manufactured from 10 gauge and 3/16 inch high tensile steel MINIMUM.

\_\_\_\_\_

5.) Body roof to be fabricated from 12 gauge high tensile steel MINIMUM.	_____	_____
6.) Body floor to be 7 gauge high tensile steel MINIMUM.	_____	_____
7.) Body floor to be reinforced with 6 inch x 1.75 inch x 7 gauge high tensile formed structural channels.	_____	_____
8.) Body roof and sides shall be reinforced with 6 inch x 1.75 inch x 7 gauge high tensile formed structural channels .	_____	_____
9.) A 24 inch x 64 inch x .1875, 100,000 PSI yield sheet overlay shall be welded to the body floor at the transition from the hopper floor to the body floor.		
10.) The tailgate rear panel to be manufactured from 10 gauge high tensile steel.	_____	_____
11.) The tailgate side panels to be manufactured from 10 gauge high tensile steel.	_____	_____
12.) The hopper floor shall be constructed from ½ inch high tensile steel plate ASTM-A36 MINIMUM.	_____	_____
13.) The hopper sides shall be ½ inch high tensile steel Plate ASTM-A36 MINIMUM.		
	<b>COMPLY:</b>	<b>YES</b> <b>NO</b>
14) The hopper sides to be round and free of any corners.	_____	_____
15) The front and side of the hopper, opposite the lift and above the packing platen, shall have expanded metal so the operator can observe the contents of the containers for prohibited (toxics, flammables, recyclables, etc...) materials.	_____	_____
16) The curb side hopper wall shall be equipped with a replaceable rubber flap. An expanded metal hopper cover for travel to be included.	_____	_____

### **C. Packing Platen**

- |   |       |       |
|---|-------|-------|
| 1) The packing platen shall be actuated by two (2) single acting, single stage five (5) inch, MINIMUM, hydraulic cylinders, located outside the body and hopper for outside access. | _____ | _____ |
| 2) The hydraulic cylinders, which shall be under the body, shall be connected to the packing platen through 1.25  |       |       |

inch, MINIMUM, steel bars and 1 ½ inch, MINIMUM pins.

- 3) The packing platen shall be suspended between two (2) Heavy duty self aligning hardened bushings.

- 4) The packing platen shall feature CONTINUOUS operation, constantly packing while containers are being dumped.

- 5) Clean out areas and clean out access panels/doors shall NOT be required and will be UNACCEPTABLE.

- 6) The packing platen shall be electrically controlled from inside the cab via a push button switch for continuous or manual packing and a push button switch for left or right sweep. The packing platen shall also be capable of manual operation to easily enable the operator to take up any voids.

**COMPLY: YES NO**

- 7) An electric limit or pressure switch to automatically reverse the packing platen is required.

- 8) The packing platen shall be fabricated from a MINIMUM ½ inch reinforced steel plate. The swinging platen shall utilize both sides of the assembly to equally distribute the waste to both the left and right sides of the body.

- 9) The packing platen and support bushings shall be capable of being greased without entering the hopper. The grease fittings shall be accessible from ground level, shall be located at the drivers side of the hopper to grease the upper and lower platen bushings.

#### **D.Tailgate**

- 1) The tailgate shall be a top-hinged bustle style with a volume of three (3) cubic yards. A tailgate prop system shall be provided to prevent accidental lowering when for any reason someone is under the raised tailgate.

- |   |       |       |
|---|-------|-------|
| 2) The tailgate shall be one piece and shall open approximately 90 degrees. A tailgate alarm shall sound whenever the tailgate is unlocked and /or open and the ignition is ON.   | _____ | _____ |
| 3) The tailgate shall be equipped with a one-piece, removable vinyl tube gasket that extends the full width of the bottom of the tailgate and vertically up the sides fourteen (14) inches.   | _____ | _____ |
| 4) The tailgate shall be unlocked, opened, closed and locked with two (2) double acting, 2 ½ inch bore hydraulic cylinders. The tailgate shall automatically unlock, open, close and lock via electrical controls located in the cab. | _____ | _____ |

**E. Body Hoist**

**COMPLY: YES NO**

- |  |       |       |
|--|-------|-------|
| 1) The body shall be raised hydraulically by two (2) twin telescopic hoist cylinders. The hoist cylinders shall be mounted outboard of the chassis frame and trunnioned with a 2 ½ inch solid through shaft.                                   | _____ | _____ |
| 2) The unit shall be equipped with two (2) steel body props to hold the empty body in a partially dumped position for servicing of the unit and components. The body props shall be lowered manually and secured by a positive locking device. | _____ | _____ |
| 3) All body hinges, cylinder rod ends and cylinder base Trunions shall be supplied with grease fittings.   | _____ | _____ |

**F. Lift Arm System**

- |  |       |       |
|--|-------|-------|
| 1) The lift arm system shall be capable of grasping containers from a MAXIMUM distance of zero (0) inches from side of body through a MINIMUM distance of ninety six (96) inches from the side of body. Units unable to meet both the MINIMUM/MAXIMUM criteria shall be UNACCEPTABLE . | _____ | _____ |
| 2) The lift arm system shall be capable of extending, clamping, raising, dumping and returning a container from any  |       |       |

position without the need to retract the lift arm. The lift arm system shall clamp, dump and return containers in a MAXIMUM of eight (8) seconds.

- 3) The gripper/grabber arms shall be capable of handling 32, 68 and 100 gallon multi system design containers with no arm adjustment by the operator. The lift arm system shall be capable of moving the grasped container towards the hopper (up and in) on actuation, WITHOUT ANY KICK-OUT.
- 4) The lift arm system controls shall be electric, located in the cab and operate from the truck electrical system. The electric control switches shall be arranged in the normal loading sequence for convenient use by the operator. The unit shall be equipped with a joystick for use in direct conjunction with the control box.

**COMPLY: YES NO**

- 5) The lift arm system shall be powered by four (4) hydraulic “cushioned” cylinders actuated electrically. Air logic/control system anywhere in lift arm system WILL BE UNACCEPTABLE.
- 6) An automated control shall coordinate the separate events to assure that functions are operated in proper sequence for FAST. SMOOTH cycles. It shall be capable of disengagement to accommodate manual sequences or engaged to produce coordinated sequences such as grip, up, in, dump via a single switch.
- 7) The container shall follow the SHORTEST path from its position at grasp to the fully dumped position through the engagement of a single switch and WITH NO KICK-OUT. Units requiring levers or joy sticks and “feathering” of same by the operator will be considered Unacceptable.
- 8) From the dumped position, the container shall “undump” out of the hopper and return to the “ground rest” position via actuation of a single switch. Single switch release of the container at any extension will automatically return the grippers to the travel position next to chassis.
- 9) The lift arm system shall be operated from the normal left side driving position of the cab. The cab arrangement, lift arm system and receiving hopper must be designed to work together to provide the operator, working from the normal left side driving position, a convenient

view of the container:

A) in the grasping position such that the operator can see at least one (1) foot on each side of the container AT EVERY EXTENSION.

\_\_\_\_\_

B) in the dumping position such that the operator can load into the hopper and watch the material being discharged, to easily monitor for any prohibited materials.

\_\_\_\_\_

**NOTE: EXCEPTIONS TO 9A OR 9B WILL NOT BE PERMITTED**

**G. Hydraulics**

**COMPLY: YES**

**NO**

1) The hydraulic pump shall be a front engine, crankshaft driven, Denison tandem vane pump with electronic over-speed control. The combined flow shall be 33 gpm @ 800 rpm. The lift pump section shall flow 16.5 gpm @ 800 rpm. The packer panel pump shall flow up to a maximum 37 gpm @ 1800rpm. Pump shall comply with specification 219-2076 or equal.

\_\_\_\_\_

2) The system shall be capable of Operating In Gear At Idle (OIG/AI). The OIG/AI system shall have programmed interface with the chassis for arm section shut off at greater than 875 engine rpm and packer section shut off at greater than 1800 engine rpm.

\_\_\_\_\_

3) The hydraulic oil reservoir shall have a capacity of 50 gallons and be left chassis frame mounted. The hydraulic system to have both an in-tank suction strainer/filter for suction line and a return line filter located inside the oil reservoir to filter the complete hydraulic system. The hydraulic system shall operate at a acceptable temperature without the need for external cooling devices.

\_\_\_\_\_

**H. Electrical/Lighting**

1) All electrical wiring connectors to be automotive double-seal with wiring in split convoluted loom. All wiring connectors to be soldered or crimp style with shrink wrap covering.

\_\_\_\_\_

**NOTE: UNPROTECTED WIRING IN ANY APPLICATION IS UNACCEPTABLE**



- |  |                |                    |
|--|----------------|--------------------|
| 2) All lights shall be provided in accordance with FNVSS#108, ANSI Z245.1-1999 plus mid body turn signals on each side of the body and a center brake light on the rear. All lights to be LED.   | _____          | _____              |
| 3) Clearance, back up, tail, brake and directional lights shall be Lexan lens, shock mounted in a protective housing. The entire unit shall be replaceable pop out style.  | _____          | _____              |
|  | <b>COMPLY:</b> | <b>YES      NO</b> |
| 4) A Peterson Multi-Function Smart Light package, controlled from the loader arm control box, must be included.  | _____          | _____              |
| 5) A dual camera system with a color monitor, one (1) camera mounted for rear view and the second camera mounted to view the lifting arm. Monitor to be mounted in the cab on the dash/engine tunnel in view of the operator, but not to block the forward or side view of the operator. | _____          | _____              |

#### **I. Rear Under Ride Guard**

- |   |       |       |
|---|-------|-------|
| 1) The body shall be equipped with a rear under ride guard as standard equipment, to meet Federal Motor Carrier Safety Regulation 49CFR393.86, TTMA RP No. 41-02 and SAE J682 OCT.84. | _____ | _____ |
|---|-------|-------|

#### **J. Painting/Other**

- |   |       |       |
|---|-------|-------|
| 1) The entire body shall be properly cleaned of all dirt, grease and weld slag. A primer coat of DuPont Corlar primer sealer to be applied, followed by a finish coat of DuPont Imron 5000. Color to be white.      | _____ | _____ |
| 2) The body shall include full rear fenders covering the rear tandem axles.   | _____ | _____ |
| 3) The Automated Refuse Collection System shall be warranted, directly by the Manufacturer, against defects in material or workmanship for a period of one (1) full year. Warranty to be 100% parts and 100% labor. | _____ | _____ |
| 4) Complete maintenance, parts and operators manuals  | _____ | _____ |

must be furnished upon delivery.

\_\_\_\_\_

- 5) All no or exceptions will be listed on the exceptions page by heading and item number and reason for no or exception.

\_\_\_\_\_

**COMPLY: YES NO**

- 6) Manufacturer to supply a Factory Service Representative with the system to conduct a Maintenance and Service School on the equipment.

\_\_\_\_\_

#### **K. Compliance to Minimum Bid Requirements:**

All bidders must answer compliance questions in full. If a bidder is basing his or her proposal on equipment contended to be “equivalent” product to what is specified in these bid documents and wishes the equivalent they propose to be considered as an “approved equal”, they must answer all compliance questions in full. IN ADDITION, bidder shall submit on the company letterhead, a list of details supporting any and all deviations in the exact format of specifications herein. A general exception cannot be taken for any paragraph or item. Note – this full and detailed written comparison of every item must be included with proposal or bid will be rejected as non-responsive to the specifications. Literature of equivalent products shall be submitted with bidders’ proposal. A local demonstration of all proposed equipments shall be performed if required.

**Comply:** Yes \_\_\_\_\_ No \_\_\_\_\_

#### **L. Exception Page**

**ALL BIDDERS: PLEASE NOTE ATTACHED EXCEPTION SHEET.  
BIDS WITHOUT COMPLIANCE MARKS AND A COMPLETELY EXECUTED  
EXCEPTION SHEET SHALL BE CONSIDERED NON RESPONSIVE.**

**ANY and ALL Exceptions to this specification shall be explained in details on a separate page using company letterhead, ensure that the individual line items are noted to aid in proper evaluation.**

**Exception page must be signed by an authorized representative of the company, print the name, position in the company, date and signature.**

**If no Exceptions are taken, a Statement of Full Compliance and “NO EXCEPTIONS”, signed and sealed by an authorized representative of the Company must be executed.**

**M. Certification of Full Compliance**

I, hereby certify, that the bid contained herein, fully and exactly complies ( NO EXCEPTIONS) with the Instruction to Bidders and specifications as it appeared in the Notice to Bidders. I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Bid and proposals in the name of the company listed below, and I am an officer or authorized representative of the company.

Bidder Name/Company Name: \_\_\_\_\_

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Type: \_\_\_\_\_ Title/Position: \_\_\_\_\_